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Amherst, Town Of And Amherst
Employees Assn, Inc

employees

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AGREEMENT

Between

**TOWN OF AMHERST,
COUNTY OF ERIE,
NEW YORK**

And

**AMHERST
EMPLOYEES'
ASSOCIATION, INC.**

**YEARS:
2001 - 2002 - 2003 - 2004**



AGREEMENT

Between

**TOWN OF AMHERST,
County of Erie, New York**

And

**AMHERST
EMPLOYEES'
ASSOCIATION, INC.**

YEARS:

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	LEGISLATIVE REVIEW	1
	PREAMBLE	1
1	RECOGNITION	2
2	MANAGEMENT	2
3	CHECK OFF OF UNION DUES ..	3
4	WORKING CONDITIONS	4
5	COMPENSATION	4
6	LONGEVITY PAY	5
7	RETIREMENT BENEFITS	7
8	OVERTIME	7
9	MEDICAL COVERAGE	10
10	RECIPROCAL RIGHTS	17
11	GRIEVANCE PROCEDURE	18
12	MINIMUM EMPLOYMENT	22
13	CIVIL SERVICE PROCEDURE	26
14	HOLIDAYS	26
15	VACATION	27
16	SICK LEAVE	30
17	LEAVE OF ABSENCE	
	WITH PAY	34
18	LEAVE OF ABSENCE	
	WITHOUT PAY	36
19	MILITARY LEAVE OF	
	ABSENCE	38
20	EQUIPMENT	39
21	WORK FORCE CHANGES	40
	Definitions	40
	New Appointments	40
	Increments	40
	Promotions	41
	Demotions	42
	Layoff	43
	Reinstatement	44
	Transfers	45
	Reallocation	45
	Reclassification	45

<u>ARTICLE</u>	<u>PAGE</u>
Exclusions	45
Disabled Employees	45
Personnel Practices	46
Sewer Maintenance	
Absence of Crew Chief	46
Sewer Maintenance	
Change of Crews	46
Absence of Chief Operator	46
New York State	
Drivers License	47
22 SENIORITY	47
23 DAMAGE TO PERSONAL	
PROPERTY	49
24 PERSONNEL FILE	49
25 SAFE PLACE TO WORK	50
26 STRIKES AND LOCKOUTS	50
27 SAVINGS CLAUSE	50
28 IMPASSE PROCEDURE	51
29 PAST PRACTICE	51
30 WORK RULES	51
31 EFFECTIVE DATE	52
MEMORANDUM AND LETTERS	
OF AGREEMENT	55
SCHEDULE A	56
SCHEDULE B	60

LEGISLATIVE REVIEW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.

PREAMBLE

THIS AGREEMENT entered into by and between the TOWN OF AMHERST, STATE OF NEW YORK and the AMHERST EMPLOYEES' ASSOCIATION, INC. for the purpose of establishing for those employees covered by this Agreement equitable and uniform wage rates and working conditions compatible with joint responsibilities of the Town and its employees to serve the public. It shall be the further purpose of this Agreement of the parties to promote the highest degree of efficiency in the conduct of the Town's services.

WITNESSETH:

It is mutually agreed and understood that this Agreement is made and executed pursuant to the Public Employees Fair Employment Act, Article 14 of the Civil Service Law of the State of New York as now is in effect and as may hereafter be amended from time to time, and also pursuant to the provisions of the Local Laws of the Town of Amherst.

For the purpose of this Agreement, the parties shall be hereinafter referred to as follows:

(a) Town of Amherst - "Town"

(b) Amherst Employees' Association, Inc.,
"Bargaining Agent"

ARTICLE 1
RECOGNITION

The Town of Amherst, Erie County, New York hereby recognizes the Amherst Employees' Association, Inc. as the exclusive bargaining agent for all Town of Amherst Wastewater Treatment Plant employees, Sewer Maintenance employees and Environmental Control employees and those job classifications set forth in Schedule A of the Engineering Department Pay Schedule as attached. The Bargaining Agent agrees that it will not interfere with, coerce or intimidate any employee into joining the Bargaining Unit. The Bargaining Agent recognizes that no employee is required to join the Bargaining Unit but that every employee has the right to choose of his own free will as to whether or not he will or will not join the Bargaining Unit.

ARTICLE 2
MANAGEMENT

Without limitations upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the Town Board and Department Heads shall have the unquestioned right to exercise all normally accepted management prerogative, subject to the grievance procedure hereinafter provided, including:

1. Subject to the provisions of the Civil Service Law of the State of New York and such rules as the personnel officer of the County of Erie may adopt and make applicable to the Town, to appoint such employees as it may require for the performance of its duties, fix and determine their qualifications, duties, job titles and compensation, to suspend, discharge, discipline, promote, demote

or transfer or release employees because of lack of work or for other proper and legitimate reasons.

2. The right to fix operating and personnel schedules, determine work loads, arrange transfers, order new work assignments, and issue any other order or directive intended to carry out the managerial responsibilities and duties imposed upon the Town officials by law.

ARTICLE 3

CHECK OFF OF UNION DUES

The Town shall deduct dues from the pay checks of employees who are members of the Bargaining Unit upon proper authorization for such deduction by each employee, a sum certified by the Secretary and/or Treasurer of the Bargaining Agent. These payments are to be forwarded to said Treasurer on a monthly basis, the dues so deducted from the employee's wages until said authorization is withdrawn in writing by said employee.

Payroll deduction of the Bargaining Unit dues under the properly executed authorization for Payroll Deduction of Bargaining Unit dues forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

Any change in the amount of Bargaining Unit dues to be deducted must be certified by the Bargaining Agent in writing and be forwarded to the Town.

The Town agrees not to interfere with the rights of employees to become members of the Bargaining Unit, and there shall be no discrimination, interference, restraint, or coercion by the Town or any Town representative against any employee because of any employee activity in an

official capacity on behalf of the Bargaining Agent.

ARTICLE 4

WORKING CONDITIONS

The Town shall notify the Bargaining Agent at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the Town has no control.

ARTICLE 5

COMPENSATION

The payment of salaries and the granting of annual salary increments shall be pursuant to the Plan of Class Titles and Salary Ranges as approved by the Town Board of the Town of Amherst designated Schedule A.

Effective January 1, 2001, the Town will pay compensation in accordance with Scheduled A attached hereto.

Effective January 1, 2002, the Town will pay compensation in accordance with Schedule A attached hereto.

Effective January 1, 2003, the Town will pay compensation in accordance with Schedule A attached hereto.

Effective January 1, 2004, the Town will pay compensation in accordance with Schedule A attached hereto.

Employees required to work in a higher job classification shall be paid the rate of pay of the higher job classification for all hours actually worked in the higher classification.

Shift Differential. In addition to the established wage rates, effective January 1, 2002, there shall

be a shift differential as follows:

<u>AFTERNOON SHIFT</u>		<u>NIGHT SHIFT</u>	
2002	\$0.60/hour	2002	\$0.60/hour
2003	\$0.60/hour	2003	\$0.70/hour
2004	\$0.60/hour	2004	\$0.80/hour

Shift premiums will be applicable only for hours worked and will not be paid for any paid time off.

Employees whose normal schedule is the day shift and who work overtime for less than four (4) hours shall not receive shift differential for the overtime hours worked.

ARTICLE 6

LONGEVITY PAY

All employees who have been engaged in full-time and continuous employment with the Town for the years indicated, shall receive longevity pay on their anniversary date in accordance with the following schedule. For purposes of this Article: (i) part-time employment shall not be counted toward years of service; and (ii) where employment with the Town is interrupted for a period longer than a year for any reason except military leave and leaves of absence for which the employee is paid, the accumulation of longevity entitlement shall terminate upon the date of the interruption and shall begin anew upon the employee's return to full-time and continuous employment.

on

	2001	2002	2003	2004
5 years	\$ 550.00 annually	\$ 575.00 annually	\$ 600.00 annually	\$ 650.00 annually
7 years	\$ 655.00 annually	\$ 675.00 annually	\$ 700.00 annually	\$ 750.00 annually
10 years	\$ 805.00 annually	\$ 825.00 annually	\$ 850.00 annually	\$ 900.00 annually
15 years	\$ 905.00 annually	\$ 925.00 annually	\$ 950.00 annually	\$1,000.00 annually
20 years	\$1,005.00 annually	\$1,025.00 annually	\$1,050.00 annually	\$1,100.00 annually
25 years	\$1,105.00 annually	\$1,125.00 annually	\$1,150.00 annually	\$1,200.00 annually

ARTICLE 7

RETIREMENT BENEFITS

The Town agrees to maintain the present retirement plan as authorized by Law, known as 75-i with riders 60-b and 41-j of the New York State Retirement and Social Security Law.

ARTICLE 8

OVERTIME

Section 1. All work performed over forty (40) hours in any one calendar week shall be considered as overtime and paid for at the overtime rate of time and one-half. A weekly or bi-weekly paid employee's regular hourly rate shall be considered to be one-fortieth ($1/40$) of his regular weekly rate. When a weekly or bi-weekly employee works in any calendar week in excess of forty (40) hours, he shall be paid one and one-half times his regular hourly rate for such excess hours.

Section 2. Overtime will be paid only for hours actually worked in excess of forty (40) hours per calendar week. Paid absences for holidays as provided for in Article 14, paid absences for vacation provided for in Article 15, paid absences for jury duty as provided for in Article 17(2), paid absences for personal leave as provided for in Article 17(4), and paid absences for bereavement leave as provided for in Article 17(1) shall be considered as time worked for the purpose of computing overtime. Absences from work for any reason, regardless of whether such absences are otherwise compensated or paid for, including, without limitation, absences for sick leave, meal breaks for Sewer Maintenance and Compost employees and time spent on stand-by, shall not be considered as time worked. Time spent on the employees paid lunch period by Sewer Maintenance and

Compost employees shall not be counted as time worked for overtime purposes and in all events shall be paid for at straight-time rates. Time spent on clean-up and rest periods in conformity with Article 12 shall be considered time worked. Employees called in to work for emergency or other work which entitles them to a minimum of four (4) hours pay shall have only the time actually worked counted for overtime purposes.

Section 3. Subject to Department Head approval, employees shall be entitled to compensatory time on the basis of one and one-half hours off for each hour of overtime worked.

Employees shall have the option to elect compensatory time off in lieu of pay for each hour of overtime worked. The employee who elects this option shall be allowed to maintain a running bank of compensatory time of a maximum of 48 hours from January 1 through November 30 of each calendar year.

Sewer Maintenance employees shall schedule compensatory time off from January 1 through March 31, and October 15 through December 31 of the year in which it was earned.

Employees shall be allowed to use a maximum of eighty (80) hours of compensatory time per calendar year. Whenever possible, the employee will give 48 hours notice when scheduling compensatory time off, subject to the approval of the Department Head or his designee. It is understood that no compensatory time will be allowed on Saturdays or Sundays, nor is compensatory time cumulative from calendar year to calendar year.

Section 4. Overtime work shall be offered equally to employees working within the same job classification from the employee's respective overtime list in the department's division or subdivision. The offer of overtime shall be equalized over each

six (6) month period beginning on January 1 and July 1 respectively.

On each occasion that overtime is necessitated, the opportunity to work such overtime shall be offered to the employee who has the least number of overtime hours to his/her credit at that time based on seniority. Refusal or non-availability on the part of the employee for overtime work will count toward this equalization as though the employee had worked, provided the employee was not on vacation, sick leave or any other excusable leave at the time the overtime is called for, in accordance with departmental or divisional procedures which are mutually agreed upon by management and the bargaining agent.

A record of all overtime hours worked by each employee shall be posted for their review in their respective divisions of the Engineering Department.

Section 5. All overtime worked shall be paid for promptly no later than the second regular payroll check.

Section 6. The premium rate of One Dollar and fifty cents (\$1.50) per hour shall be paid to all appropriate scheduled employees who are directly engaged in work, or who are called in outside their regularly scheduled hours to directly engage in work caused by sewer cave-ins, or high water conditions when 4" pumps are required to be placed in the streets at the Sewer Maintenance Division, and/or when Plant influent exceeds 50 MGD and a second MAIN INFLUENT pump becomes operational at the Wastewater Treatment Plant.

In addition, a premium rate of one dollar and fifty cents (\$1.50) per hour shall be paid to all employees when assigned and while performing the following work:

1. Pesticide application.
2. Confined space entry - all trained employ-

ees on the job assignment.

3. Confined space rescue team assigned during confined space entries and rescue.

4. All work that requires a respirator.

These premium rates shall be in addition to any overtime hours worked and calculated pursuant to sections (1) and (2) above.

ARTICLE 9

MEDICAL COVERAGE

Section 1. The Town agrees to pay the full cost of Family Type medical coverage under a plan issued by Blue Cross & Blue Shield of Western New York, Inc. or by any other company, provided, the coverage is at least equal to that provided under the present policy with Blue Cross & Blue Shield of Western New York, Inc. The plan shall provide coverage for retired employees who have worked for the Town on a full-time and continuous basis for at least five (5) years prior to their retirement, and shall extend to the retired employee's spouse, spouses of deceased in-service employees and their insured children, as defined in said policy, for the life of the spouse or until remarriage.

Effective January 1, 1994, the Blue Cross & Blue Shield Major Medical deductible will increase from \$50/\$100 to \$100/\$200 for those employees presently employed and who subsequently retire.

The Blue Cross & Blue Shield Major Medical Rider 7 will be effective January 1, 1996. The Major Medical lifetime maximum will remain unlimited. Included in the hospital/medical portion of the Blue Cross & Blue Shield policy will be Rider 45, Cosmetic Surgery, and Rider 48, Out of Area Hospital/Medical Benefits. Rider 47, Waiver of Waiting Periods, not included in the policy.

As soon as practicable, the Town shall have the option at any time to include or discontinue within the Blue Cross & Blue Shield policy a \$250 hospitalization deductible. Such deductible shall be self-insured by the Town. Employees incurring the hospitalization deductible or a portion thereof shall be reimbursed by the Town within two weeks of submission of a hospital bill to the Town.

Current employees as of January 1, 2002 for whom the Town pays a portion or all of their health insurance shall have an opportunity to select medical insurance coverage from Independent Health Encompass A/Gold, Community Blue Original or Advantage, or Univera at no cost to the employee, except as provided in Section 5.

- A. Current employees referred to above presently enrolled in Traditional Blue Cross and Blue Shield of Western New York, Inc. (BC/BS) coverage as of January 1, 2001 shall move out of Tradition BC/BS coverage to an HMO (Independent Health, Community Blue or Univera) during the Fall, 2001 open enrollment period. Any such employee who elects to remain enrolled in Traditional BC/BS coverage shall pay the difference between the premium of the most expensive HMO coverage and the premium of the Traditional BC/BS coverage.
- B. All employees hired on or after January 1, 2002 shall select medical coverage only from Independent Health, Community Blue or Univera.
- C. The Town shall modify Community Blue and Independent Health coverage by including a rider for dependent coverage to age 25, regardless of student status.
- D. Employees hired prior to January 1, 2002 who have selected HMO coverage have an opportunity to obtain traditional coverage as specified herein after January 1, 2002 during any

open window period without cost to that employee as long as the employee is selecting Traditional BC/BS for any of the following reasons:

1. Upon retirement of the employee, if hired prior to January 1, 1977, or in the event such an employee wishes to change to Traditional BC/BS coverage after retirement, providing no company or carrier can provide coverage and benefits at least equal to those offered by the Town's Blue Cross and Blue Shield of Western New York, Inc. plan existing at such time of selection.
2. For employees or covered family members suffering from debilitating, medically necessary or life-threatening medical conditions, as documented by a physician, not provided for by any other company or carrier.
3. Requests of employees hired prior to January 1, 2002 to move to Traditional BC/BS coverage will be considered only for the reason stated in Paragraph D (2) above. Such requests will be reviewed on a case-by-case basis by a committee consisting of three representatives selected by the Town, and three representatives selected by the Union. The majority will rule in these cases. If the committee fails to agree and there is no majority, then the matter will go to arbitration pursuant to Article 11 of the Collective Bargaining Agreement. The Town and the Bargaining Agent shall bear the cost of arbitration equally.

Section 2. The Town will provide prescription drug coverage \$1.00 co-pay (without contraceptive coverage) through Blue Cross & Blue Shield of Western New York, Inc. or an equivalent carrier. This coverage shall be limited to those actively

employed. This coverage shall not be extended to those employees currently on retirement or those actively employed who subsequently retire.

Effective January 1, 1994, the co-pay will increase to \$5.00 for Independent Health, Community Blue and Health Care Plan, and \$1.00 generic/\$5.00 brand name with mail order feature for Blue Cross & Blue Shield.

Effective January 1, 2002, the Bargaining Unit agrees to the adoption of \$3/15/30 tiered prescription coverage for Independent Health members and \$5/15/35 tiered prescription coverage for Univera members. The five (5) dollar co-pay currently in effect for Community Blue members shall remain in effect for a period of at least six (6) months, or for as long as the provider continues to offer such benefit, whichever is greater. Once Community Blue eliminates the five (5) dollar co-pay option and mandates three tiered prescription coverage, the Bargaining Unit agrees to the adoption of \$5/10/25 tiered prescription coverage for Community Blue members. The parties agree to immediately negotiate changes in prescription co-pay amounts in the event any other medical provider adopts any mandatory change(s).

Section 3. The Town will provide a dental plan (excluding orthodontia and other appropriate exclusions) through The Guardian Life Insurance Company of America or an equivalent carrier. This coverage shall be limited to those actively employed. This coverage shall not be extended to employees currently on retirement or those actively employed who subsequently retire.

Section 4. The Town shall provide Option II Vision Care Plan through Blue Cross & Blue Shield of Western New York, Inc. or an equivalent carrier. The coverage shall be limited to those actively employed. This coverage shall not be extended to employees currently on retirement or

those actively employed who subsequently retire.

Section 5. Effective November 1, 1981, new employees will not be eligible for medical coverage until they have completed six months of service. This coverage will become effective the first of the month following completion of six (6) months of continuous, full-time service.

New employees hired on or after January 1, 1997, shall be required to contribute 10% of the annual premium for health insurance, including prescription drug, dental and vision. This payment shall be made through payroll deduction on a biweekly basis.

All employees hired after 12/31/01 shall contribute 15% of the annual premium for health insurance, including prescription drug, dental and vision, for their first eight (8) years of employment. Following completion of eight (8) years of employment, such employees shall contribute 10% of the annual premium for health insurance, including prescription drug, dental and vision. All contributions referenced above shall be made through payroll deduction biweekly on a pre-tax basis.

Section 6. For pregnancies terminating on or after January 1, 1979, the Town agrees to take such steps as are necessary to provide reimbursement to employees for physicians' services in an amount equal to the difference between that provided by the medical coverage of Section 1 of this Article and \$400.00.

Section 7. Upon reasonable advance written application or notice to the Personnel Department, employees may continue health insurance coverage in the Town of Amherst health insurance group while on authorized leave without pay (excluding leaves because of extended illness pursuant to provisions of current agreement) provided that the employee makes full payment of the monthly premium on or before the first day of each

month that the employee is on leave.

Section 8. Notwithstanding the provisions of Section 1 above, employees who are appointed on a permanent basis on or after January 1, 1977, and who subsequently retire, shall have their medical coverage discontinue on the last day of the month in which they retire. However, retirees may, at their option, elect to continue their health insurance coverage provided they make the required premium payments to the Town of Amherst for such health insurance coverage.

Employees who retire after January 1, 1989 may, at their option, elect to continue their prescription drug and/or dental coverages provided they make the required premium payments to the Town of Amherst for such prescription drug and/or dental coverages.

Employees who retire after January 1, 1991 may, at their option, elect to continue their vision coverage provided they make the required premium payments to the Town of Amherst for such vision coverage.

Section 9. Double Coverage - The Town agrees to pay employees Seven Hundred and Fifty dollars (\$750.00) per year for waiving individual coverage, and One Thousand, Five Hundred (\$1,500.00) per year for waiving family coverage. Such option must be exercised during the month of October, to be effective the following January 1. Payment will be made the first pay period in April. This payment can be made only when the employee signs a statement that the employee has or will procure health insurance through his spouse's employment, other employment of the employee, or through a private insurance plan. The statement shall contain a waiver of all responsibility and hold harmless the Town and the Bargaining Agent for any consequences that may arise when an employee exercises this option.

The Town agrees to let the employee rejoin the plan after one year. The employee must notify the Town in writing in October for his coverage to be effective the following January 1.

If the employee wishes to rejoin the plan within the year, the employee must show an unanticipated change in circumstances regarding the alternative health plan (non-voluntary loss of coverage), and repay the prorated portion of the waiver payment.

Employees who resign or are terminated prior to the end of the year shall repay the prorated portion of such payment.

Employees on probation may waive their health insurance coverage at the time of eligibility and be paid on a prorated basis for the remainder of the calendar year.

If both husband and wife are employed by the Town with no dependent children, they shall be eligible for two (2) individual health insurance policies. In the event family coverage becomes necessary due to the addition of dependents, the change from individual to family coverage shall occur as soon as possible. If both husband and wife are employed by the Town with dependent children, they shall be eligible for one family plan policy, and the double coverage waiver for one individual policy pursuant to this section.

Employees exercising the waiver option pursuant to this section shall remain eligible for dental and vision coverage subject to Section 5 and any other applicable Sections of Article 9.

Section 10. Part-time seasonal employees are excluded from medical coverage.

Section 11. The Town shall have the option to self-insure all medical plans pursuant to the provisions set forth in the Memorandum of Agreement dated 12/30/98 as reflected on page 54.

ARTICLE 10

RECIPROCAL RIGHTS

Section 1. The Town recognizes the right of the employee to designate representatives of the Bargaining Agent to appear on his behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract, and to visit the employee during working hours.

Section 2. The employer agrees to permit a duly authorized representative of the Bargaining Agent to enter the premises of the employer for individual discussion of working conditions with employees, upon prior notice to the immediate supervisor, provided said representative does not unduly interfere with the performance of duties assigned to the employees.

Section 3. The employer agrees to provide a 3' x 4' bulletin board for the exclusive use of the Bargaining Agent to post notices and other Bargaining Unit information at the Wastewater Treatment Plant and lunch rooms used by the employees.

Section 4. Two (2) representatives of the Bargaining Agent designated to represent the employees shall have the right to attend statewide conventions and other union meetings in furtherance of their obligations as delegates of the Bargaining Agent herein, without loss of time or pay providing that advance notification is given to the Department Head at least five (5) work days prior to the date such function is scheduled, limited to four (4) days per annum per man.

Section 5. The Town agrees to submit to the Bargaining Agent each month a list of new employees hired, the job classification, home address, and whether the employment is on a permanent, provisional, seasonal or temporary basis.

Section 6. For the purpose of negotiating renewals or extensions of this collective bargaining agreement, the Town shall permit a maximum of four (4) employees time off from duty, upon reasonable advance notice to the Department Head, for the purpose of attending and participating in the negotiating sessions. The Bargaining Agent shall provide the Town with a list of names of employees participating in negotiations prior to the commencement thereof.

ARTICLE 11

GRIEVANCE PROCEDURE

The Town and the Bargaining Agent desire that all members of the Bargaining Unit be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving grievances at the lowest level and that nothing in this Article should be interpreted as discouraging a member or his representative from discussing any problems in an informal manner with his immediate supervisor or department head. Such discussion shall not interfere with the right of any member to process grievances through the grievance procedure.

Grievances shall be processed in accordance with the provisions of this Article. The term "grievance" as used herein shall mean any dispute or complaint by either party to this agreement which may arise over a violation, interpretation, misinterpretation, inequitable application or misapplication of this agreement or of the Rules and Regulations of bargaining unit employees of any division of the Engineering Department; provided, however, that the term "grievance" shall not apply to any matter as to which (a) A method of review is prescribed or provided by law or by any regulation

having the force of law: or (b) The Town is not empowered to act.

To encourage the resolution of the grievance at the department level, it shall be the fundamental responsibility of supervisors at all administrative levels to make prompt determination respecting grievances in accordance with these procedures. Both parties shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination and reprisal by any person or party to this agreement.

A member may be represented at all steps of this grievance procedure by the Bargaining Agent or counsel, or both. All grievance meetings shall be mutually agreed upon and scheduled by the parties.

When several members of the Bargaining Unit have an identical grievance, the Bargaining Agent may select one individual case for processing, with the understanding that the decision in such case shall be applied to the other identical case.

A record of all grievances filed pursuant to these procedures and the disposition made thereof shall be maintained by the Engineering Department for reference purposes.

The time limit specified herein shall be observed as working days Monday through Friday, shall exclude Saturday, Sunday or holidays unless extended in writing by mutual agreement of the parties. Failure of the grievant to request review of a determination made at any step of the grievance procedure within the specified time limit shall automatically conclude the grievance process as to such grievance.

STEP 1

The grievant shall present his grievance orally within ten (10) working days from the time the grievant became aware of the facts or omissions

which gave rise to the grievance, unless for good cause the grievant is unable to do so, to his immediate supervisor or division head, where appropriate, and attempt to adjust the matter.

STEP 2

If the grievance is not satisfactorily adjusted at Step 1, the grievant shall present his grievance in writing, on a form to be provided, to the Department Head within ten (10) working days from the decisions at Step 1. The written grievance shall contain a factual statement outlining the acts constituting the grievance, the date, time and place of the occurrence, and the relief requested. The written grievance shall contain a statement of the section of the Collective Bargaining Agreement or the written Rules of the Engineering Department which he contends have been violated. The Department Head shall give his answer in writing within ten (10) working days of the receipt thereof.

STEP 3

If the grievance is not satisfactorily settled at Step 2, the Bargaining Agent's Representative, within ten (10) working days, shall forward the grievance to the Bargaining Agent's Grievance Committee. If, upon review of the grievance, the Committee believes the grievance is valid, it will forward a copy of the written grievance and the written answer of the Department Head to the Director of Personnel within ten (10) working days of receipt of the grievance by the Grievance Committee. The Department Head and Director of Personnel shall, within a period of ten (10) working days of presentation to them, discuss the matter with the Grievance Committee in an attempt to satisfactorily settle the grievance. Should this discussion fail to produce a satisfactory settlement by the end of the Step 3 process, the Director of Personnel shall answer the grievance in writing to

the Grievance Committee within ten (10) working days from the date of completion of the discussion.

The Bargaining Unit's Grievance Committee shall consist of the Union President and two (2) members selected by the Union President. One committee member shall be permitted to leave his work with no loss of pay after notice to his supervisor for the purpose of adjusting a grievance at Steps 1 and 2. The Union President and two (2) Grievance Committee members shall be permitted to attend the meeting at Step 3 with the Department Head and Director of Personnel with no loss of pay. In the event that releasing two (2) Committee members in addition to the Union President shall cause undue burden on the operation of the department or division, only one Committee member along with the President shall be released. However, absent a legitimate burden being placed on the department or division or division under such circumstances, release time for a second Committee member for purposes of adjusting a grievance at Step 3 shall not be unreasonably denied.

STEP 4

Should the grievance fail to be resolved, as outlined at Step 3, either of the parties may avail themselves of the services of the Public Employment Relations Board to provide a list of five (5) arbitrators. The arbitration proceeding shall be conducted by the arbitrator as soon as possible after his selection. The method of selection of the arbitrator shall be that the party requesting arbitration shall strike one name of the five submitted and the other party shall then strike one name. This procedure shall be repeated until one arbitrator remains. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision

within thirty (30) days after the hearing is concluded.

The parties shall share the cost of the arbitrator equally.

The arbitrator is prohibited from adding to, subtracting from, or modifying the terms of the Collective Bargaining Agreement or the written Rules and Regulations of the Department.

Each party shall be responsible for compensating its own representatives and witnesses. The grievant and the three (3) Grievance Committee members shall be permitted to attend the arbitration hearing but shall not be paid by the Town for said attendance, except for two (2) Grievance Committee members who shall be excused from duty with no loss of pay.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, provided it pays for the record and makes a copy of the record available, without charge, to the other party and the arbitrator.

STEP 5

Should any person be aggrieved by the determination as provided for in this Article, application may be made for judicial review, as provided by law.

ARTICLE 12

MINIMUM EMPLOYMENT

1. The basic workday for all Town employees shall consist of eight (8) consecutive hours out of the calendar day. This conformity shall not interfere with the special time schedules governing departments operating more than eight hours in each calendar day. This provision for an eight-hour day for Town employees shall not be construed as prohibiting the creation of part-time

employment or the establishment of rotative, staggered, or shortened work periods.

2. The service week of every employee or officer of the Town shall be limited to five (5) days employment or duty per week, except in cases where such reduction would conflict with some legal requirement. So far as it is practicable, the days on which employees and officials shall not be required to work shall be Sundays and Saturdays. Where the regular schedule of departmental operations requires work on these days, this work shall not be considered overtime work, and the employee shall not be entitled to two consecutive days off during the pay period.

Each employee shall receive compensation based on a minimum time of forty (40) hours per week.

3. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time, except as may be specifically provided herein.

4. Work schedules showing the employees' shifts, work days and hours shall be posted on all department bulletin boards at all times.

5. Lunch Periods. All Sewer Maintenance and Compost Facility employees scheduled to work the normal workday shall have a lunch period of at least one-half (1/2) hour. Such employees shall be paid for the lunch period at straight-time rates, provided (1) the lunch period, including clean-up and travel time, is no more than thirty (30) minutes; (2) only one rest period of no more than twenty (20) minutes is taken as close to the middle of the early portion of the work period as is practical; and (3) a single clean-up time is taken at the end of the day of no more than ten (10) minutes. Should the Department Head or the General Crew Chief grant additional time for lunch, rest period or

clean-up and travel, the employee shall not be penalized by loss of pay for the lunch period. Payment for the paid lunch period shall not be included in the employee's compensation for purpose of determining amounts to be received for sick leave granted pursuant to Article 16, holidays taken under Article 14, vacation entitlement taken under Article 15, bereavement granted pursuant to Article 17(1), jury duty granted pursuant to Article 17(2), personal leave taken under Article 17(4) and any other leave taken by the employee.

Any employee receiving paid lunch at the straight time rate in accordance with this section who is transferred involuntarily to the Wastewater Treatment Plant shall continue to receive said paid lunch while at the plant, providing such transfer is not a result of disciplinary action pursuant to the collective bargaining agreement, a disciplinary action settlement or trial period failure pursuant to Article 21, Section 4 (e).

6. Wastewater Treatment Plant employees' work schedules shall provide for fifteen (15) minute rest periods during each one-half (1/2) shift. The rest period shall, when possible, be scheduled at the middle of each one-half (1/2) shift.

Sewer Maintenance employees' and Compost employees' work schedules shall provide for a single twenty (20) minute rest period to be taken as close to the middle of the early portion of the work period as is practical.

7. Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift except Sewer Maintenance employees' and Compost employees' shall be granted a single ten (10) minute personal clean-up period prior to the end of the work shift.

8. Employees on standby for weekends and/or holidays for twenty-four (24) hours shall receive

four (4) hours pay.

9. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work. If work is not available and the employee is excused from duty, he shall be paid for his regular rate for four (4) hours work.

10. An employee called in to work after he has completed his regular shift and returned home will be entitled to a minimum of four (4) hours pay at his regular straight-time rate.

11. Sewer Maintenance Division employee's day shall consist of not more than eight (8) hours each from 7:00 a.m. until 3:30 p.m. with one-half (1/2) hour lunch period, which shall be paid in accordance with Article 12(5). Employees returning to the yard at the lunch period shall not do so before noon.

Wastewater Treatment Plant Maintenance section employees' day shift schedule shall consist of not more than eight (8) hours each from 7:00 a.m. until 3:00 p.m. with one-half (1/2) hour lunch period, which shall be paid in accordance with Article 12(13). This shift schedule shall not negatively impact any alternative schedule that may be offered or currently in place.

12. Employees called for emergency work shall be paid a minimum of four (4) hours salary.

13. For those employees engaged in a continuous operation, twenty-four (24) hours a day and/or seven (7) days a week, the regular shift shall not exceed eight (8) hours per shift including lunch periods.

14. Except in cases of emergency or major disaster over which the Town has no control, the Town will advise the Bargaining Agent and affected employees at least seven (7) days in advance of any change in work schedules.

15. The Department shall maintain a daily

record of attendance and punctuality of each employee.

16. The Department shall establish rules regarding penalties for tardiness, but such penalties shall not preclude disciplinary action in cases of tardiness.

ARTICLE 13

CIVIL SERVICE PROCEDURES

Appointment, promotion, transfer, reinstatement, probation, disciplinary action, retirement and other Civil Service procedures shall be pursuant to the Civil Service Law and the Rules for the Classified Civil Service of the County of Erie as issued by the Personnel Officer and the provisions of the Town Law of the State of New York.

ARTICLE 14

HOLIDAYS

The following days shall be recognized and observed as paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Easter, if worked
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day (1st Tuesday following
1st Monday in November)
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Effective January 1, 1996, Lincoln's Birthday will no longer be a paid holiday: however, the day after Thanksgiving will be added as a paid holiday.

Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

In order to qualify for holiday pay, it will be necessary for the employee to work his scheduled work day prior to and following the holiday, unless he is excused by the Department Head.

If emergency or continuous service requires that an employee work on one of the holidays listed in this Article and such holiday work is authorized by the Department Head, the employee shall be granted equivalent time off in lieu thereof or shall be compensated as overtime service at his straight-time rate or time and 1/2 rate, whichever applies.

ARTICLE 15

VACATION

1. Vacation Allowance. Except where other provisions are made by law for annual, weekly, per diem or hourly employees, an employee shall be entitled to an annual vacation with pay not to exceed ten (10) work days after completion of one year of continuous service, not to exceed fifteen (15) work days after completion of five years of continuous service, not to exceed twenty (20) work days after completion of ten years of continuous service, not to exceed twenty-five (25) work days after completion of fifteen years of continuous service, and not to exceed thirty (30) work days after completion of twenty-five years of continuous service, provided that any employee continuously

employed for six months or more may be granted vacation in proportion to the number of months employed.

Employees hired after December 31, 2002 shall be entitled to an annual vacation with pay not to exceed five (5) work days after completion of one year of continuous service, not to exceed ten (10) work days after completion of two years of continuous service, not to exceed fifteen (15) work days after completion of seven years of continuous service, not to exceed twenty (20) work days after completion of twelve years of continuous service, not to exceed twenty-five (25) work days after completion of seventeen years of continuous service, and not to exceed thirty (30) work days after completion of twenty-seven years of continuous service.

2. Time of Vacation. Effective January 1, 2002. Wherever possible, vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employees with the greater seniority shall be given their choice of vacation period in the event of any conflict over vacation periods. Vacation periods shall be taken each year. Employees who do not request a vacation prior to November 1st of the year following the year in which the vacation was earned shall have their vacation scheduled by the Department Head within the two months remaining in the year. If work force levels permit, and subject to Department Head approval, vacations may be taken upon at least forty-eight (48) hours' advance notice given by the employee to his immediate supervisor and may be taken in one-half day increments.

3. Holidays Not Included. In calculating the time allowed for vacation, intervening holidays will not be counted as vacation days.

4. Vacation Not Cumulative. Vacation time shall not be cumulative, and if not taken, expires at the end of the calendar year: except, however, that scheduled vacations which are deferred at the Town's request shall be carried into the next calendar year and shall be scheduled and taken during the months of January, February, March or April.

5. Reinstatement and Leave of Absence. A leave of absence without pay or a resignation followed by reinstatement within one year shall not constitute an interruption in service, provided, however, that leave without pay for more than six months, or the period between resignation and reinstatement, shall not be counted in determining the eligibility for annual vacation in any calendar year.

6. Unused Vacation. Any employee who is laid off, discharged, retired, or separated from the service of the Town for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation. In case of the death of such an employee, such payment shall be made to his estate.

7. Part-time Employees. A part-time employee who is required to work a fixed number of hours, five days per week, shall also receive vacation as provided herein, but his total pay for such period of vacation shall be the amount which would have been due him if he had been working regularly at his usual hours for such period.

8. Vacation pay shall be based on a forty-hour week and at the rate in effect for the week immediately preceding the vacation of any employee. For any employee who has consecutively worked more than forty hours per week for a three-month period immediately preceding his vacation, he shall receive compensation for vacation based on his average work week for the three months imme-

diately preceding his vacation.

9. An employee who retires from the service of the Town will receive vacation pay on a prorated basis for the calendar year in which he retires.

10. Effective January 1, 2003, employees with earned vacation may elect to receive the cash equivalent of up to five (5) vacation days in lieu of taking such time off. In order to exercise this option, employees must provide written notice to the Department Head and Finance Director of their intention to receive such payment no later than September 1st of the year preceding the year of payment. The Town reserves the right to allow additional vacation days to be purchased solely at the discretion of the Town.

ARTICLE 16

SICK LEAVE

1. Application of Article. Only permanent employees are entitled to sick leave as otherwise provided for in this Agreement.

2. Reasons for Granting Sick Leave. Sick leave with pay may be granted in accordance with this Article to an employee when incapacitated or unable to perform the duties of his position because of:

(a) Sickness or injury.

(b) Serious illness in the employee's immediate family requiring care and attendance of the employee. Immediate family shall include the parent, spouse, brother, sister, son, daughter, step-child, grandparent or other blood relative who is an actual member of the employee's household.

(c) Quarantine regulations.

(d) Medical or dental visits.

3. Sick Leave Credits. A credit for sick leave under this Article shall be allowed at the rate of

one and one-quarter working days per month of service commencing as of the date of employment. Employees hired after December 31, 2002 shall be entitled to sick leave credit at the rate of one working day per month of service. Such leave as is not used shall accumulate, but not to exceed 280 days. A physician's certificate as to illness or injury may be required for three continuous days of absence.

Employees, whose records indicate a possible abuse of sick leave provisions of the agreement, may be required by the Department Head to submit medical certification of illness of any duration. The failure to provide such documentation, or the proven abuse of sick leave, shall result in disciplinary action and/or loss of pay.

This requirement will not be invoked without the Department Head first advising the employee of his/her questionable sick leave record and giving him/her an opportunity to improve. If there is no improvement, the employee will be warned in writing by the Department Head and all future sick leave must be supported by medical certificates, and failure to improve or the provide a certificate shall result in disciplinary action and/or loss of pay. This requirement will be periodically reviewed with the employee, at least once in each ninety (90) day period and a determination will be made if this requirement is to continue.

4. Sick Leave Credits to Part-time Employees. Part-time employees who are required to work a fixed number of hours, five days per week, shall earn sick leave credits pro-rated on the basis of the number of hours required to work per week.

5. Extended Sick Leave. An employee who has been engaged in full-time and continuous employment with the Town for at least five (5) years may receive additional sick leave with pay as may be recommended by the Department Head

and approved by the Town Board, up to a maximum of seven (7) months in addition to the sick leave credits accumulated by the employee. The Department Head will submit applications for extended sick leave to the Town Board as promptly as is practicable. A leave of absence without pay or without a resignation followed by reinstatement within one year shall not constitute an interruption of continuous service.

Applications for extended sick leave will not be entertained unless an employee has exhausted all of his accrued sick leave and any other paid leave benefits such as personal leave, vacation, overtime, compensatory credits, and all other accrued credits, and nothing contained elsewhere in this Agreement shall be construed to foreclose the Town from requiring the use of any such accrued leave or leave benefits prior to the consideration or grant of extended sick leave.

6. Notice of Absence on Sick Leave. When absence is required under this Article, the employee shall report the same to his immediate supervisor at least two hours before the starting time of his shift, where possible.

7. Sick Leave Records. Accurate records of the attendance and sick leave status of each employee shall be maintained and open for his inspection.

8. Transfer of Sick Leave Credits. In case of transfer to a different department, accumulated sick leave shall be transferred with the employee and he shall receive credit in the department to which he is transferred.

9. Absence for Less Than Full Day. Absences of less than a full day due to illness shall be chargeable to sick leave as follows:

<u>Number of Hours Worked in Day</u>	<u>Portion of Day Charged to Employee's Sick Leave Accumulation</u>
Less than four hours	3/4 Day
More than four but less than six hours	1/2 Day
More than six but less than eight hours	1/4 Day

Where at least 24 hour advance notice is provided, employees may be allowed to use sick leave in one (1) hour increments solely at the discretion of the Department Head.

10. Injury on the Job. When an employee is injured on the job, any time required immediately after the injury to obtain first aid or treatment by a physician shall be considered as time worked.

11. Absence Due to Injury. Employees who are unable to perform the duties of their employment because of injuries received in the service of the Town, and who receive Workers Compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits, chargeable to sick leave on a prorated basis.

12. Physical Examination. The expense of any physical examination requested by the Town shall be paid for by the Town and be performed during the employee's working hours. The employee is required to make arrangements for visiting the Town Physician prior to returning to work.

If any employee returns to work without a doctor's certificate after being absent for three (3) or more days, and is sent to the Town's physician to have any exam and obtain a certificate, such time away from work will be charged to sick leave.

13. Sick Leave Buy-Back. The Town agrees that upon retirement, any accumulated unused

sick leave up to a limit of 100 days can be bought back at a ratio of 1:4 (e.g., an employee with 280 days of unused sick leave may use only 100 days at a ratio of 1:4). The remainder can be applied to the employee's additional service credit for retirement as per Section 41-j of the New York State Retirement and Social Security Law.

Employees wishing to apply accumulated unused sick leave on a pre-tax basis toward either 100% or 50% (at the employees option) of the premium payment for continued health coverage upon retirement in lieu of a lump sum buy back may do so up to limit of 100 days at a ratio of forty (40) percent (maximum 40 days). Employees may also elect to apply any or all accrued vacation time due upon retirement pursuant to Article 15, Section 9 toward continued health coverage in the same manner.

14. Sick Leave Incentive. Effective January 1, 2003, employees who work their entire work schedule in any annual quarter (January 1 - March 31; April 1 - June 30; July 1 - September 30; October 1 - December 31) without using any sick leave or reporting late shall be awarded four (4) hours of compensation at their regular hourly rate. Sick Leave Incentive shall not be lost for any absence except sick leave, Workers' Compensation or disciplinary leave. Workers' Compensation hearings shall not be considered lost time for purposes of this incentive.

ARTICLE 17

LEAVE OF ABSENCE WITH PAY

1. Leave of Absence Because of Death in Family. Leave of absence with pay of not to exceed five (5) work days shall be granted to an employee in the event of death occurring in the employee's immediate family, namely, spouse,

parent, child, brother, sister. Leave of absence not to exceed three (3) work days shall be granted upon the death of an employee's grandparent, grandchild, stepchild, stepparent who served in loco parentis, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any other blood relative residing in the employee's household.

2. Leave for Jury Duty. On proof of required jury duty, leave of absence shall be granted with pay to all employees, provided, however, that such employee shall reimburse the Town for jury duty fees received by the employees.

3. Time off for Civil Service Examinations. An employee will be permitted time off without loss of pay to take Civil Service Examinations for any position within the Town's service.

4. Personal Leave.

(a) After completion of the probationary period, permanent full-time employees shall be allowed four (4) personal days each calendar year, noncumulative, providing they meet all eligibility requirements. For employees whose probationary period is completed after January 1 of any year, personal leave entitlement for the balance of the year shall be provided on a proportionate basis, i.e., one day of personal leave for each three full months of service. Any unused personal leave days shall be added at the end of each calendar year to the employee's total number of sick leave credits, but in no event shall the total sick leave credit exceed the maximum allowed under Article 16, Section 3.

(b) Personal leave shall be for legal transactions, religious observances or other matters that cannot be conducted during an employee's regular time off from work. Whenever possible, advance written application of 48 hours shall be submitted to the Department Head or his designee on the leave form as supplied by the Engineering

Department and as agreed to by the Town and the Bargaining Agent.

In the event the personal leave is denied, the Department Head shall set forth the reason or reasons for the denial.

(c) Temporary, seasonal and part-time employees are not eligible for personal leave.

5. Volunteer Fireman Leave. Volunteer firemen shall be allowed to answer calls at no loss of time or pay.

ARTICLE 18

LEAVE OF ABSENCE WITHOUT PAY

Employees shall be eligible for leaves of absence after six (6) months service with the employer only for the purposes and only upon the terms and conditions set out below:

1. Application for Leave Without Pay. Any request for a leave of absence shall be submitted in writing by the employee to the Department Head. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires, which shall not exceed one year, subject to the approval of the Town Board.

2. Education Purposes. On the approval of the Department Head, permanent employees may be granted leave of absence without pay for a period of one year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position.

3. Leave Because of Extended Illness. When an employee has exhausted all of his sick leave credits and is still incapacitated and unable to perform the duties of his position, he may be granted a leave of absence without pay for a period not to exceed one year.

4. Leave for War Work. A permanent employee may, at the discretion of the Department Head and approved by the Town Board, be granted a leave of absence without pay for a period not exceeding one year to enter the service of the Federal Government in time of war. Such leave of absence may be renewed for additional periods, not exceeding one year in each instance. However, no such renewal of leave of absence without pay shall extend beyond six months after the termination of the war.

5. Educational Leave for Veterans. Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay for the period of such education, training or vocational rehabilitation. Such leave of absence shall not extend beyond a period of four years, nor beyond the period for which the veteran shall be eligible to continue the education, training or vocational rehabilitation and it shall terminate at any time that the veteran ceases actual attendance upon the courses required by the education, training or rehabilitation program.

6. Employment Opportunities. Employees shall be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the employer.

7. Seniority; Return to Position. In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, employees shall be returned to the position they

held at the time the leave of absence was requested.

8. Bargaining Unit Business. Employees elected to any Bargaining Unit office or selected by the Bargaining Agent to do work which takes them from their employment with the Town may at the written request of the Bargaining Agent, be granted a leave of absence. The leave of absence shall not exceed one year, but it may be renewed or extended for a similar period at any time upon the request of the Bargaining Agent.

Members of the Bargaining Unit selected by the Bargaining Agent to participate in any other bargaining activity may be granted a leave of absence at the request of the Bargaining Agent. A leave of absence for such Bargaining Unit activity shall not exceed one month, but it may be renewed or extended for a similar period at any time upon the request of the Bargaining Agent.

9. Maternity Leave. In addition to sick leave entitlement, and upon the exhaustion of accumulated sick leave, an employee shall be entitled to leave without pay for maternity leave, provided that the total of leave without pay and accumulated sick leave shall not exceed twelve (12) months. An adoptive parent shall be entitled to leave without pay for a period of not more than three (3) months from the date of an adoption, provided the adopted child requires the attention of the employee.

10. Other Leaves Without Pay over three months shall constitute an interruption of continuous service for computing yearly increments.

ARTICLE 19

MILITARY LEAVE OF ABSENCE

Any employee who is required to render ordered military duty shall be granted military

leave of absence pursuant to the Military Law. Military Leave, pursuant to Section 243 of the Military Law, shall be deemed actual service.

ARTICLE 20

EQUIPMENT

The Town agrees to supply equipment to the employees deemed necessary by the Department Head for the efficient and safe operation and performance of the department.

Equipment supplied in the past will be continued to be supplied at the Town's expense.

The Town shall pay per annum a sum not to exceed \$340.00 for safety shoes and uniforms for each employee after completion of the six (6) month probationary period. Effective January 1, 2002, this amount shall increase to Three Hundred Fifty and no/100 (\$350.00) per annum. Effective January 1, 2004, this amount shall increase to Three Hundred Sixty-five and no/100 (\$365.00) per annum. This payment shall be made in a separate check the first payday in January. Within thirty days of receipt of this payment, the employee shall submit vouchers, if required, with a copy of the bill attached showing the total cost of the shoes or uniforms purchased. The uniforms shall be of a style and kind established or approved by the Town and must be worn by all employees at all times while on duty. Said payment will be refunded on a prorated basis if an individual leaves the Town during that calendar year.

Effective January 1, 2001, when a bargaining unit employee is required to renew his or her CDL license, the Town shall reimburse the employee for the difference between the cost of a regular Class D drivers license and the CDL license.

ARTICLE 21
WORK FORCE CHANGES

1. **Definitions.**

(a) "Position" means one of the positions included under one class title in Schedule A to this agreement.

(b) "Class" means a group of similar positions included under the same title in Schedule A.

(c) "Salary/Wage Range" means the range of compensation from "Step One" to "Step Three" and appearing on Schedule A.

(d) "Job Group" means group of classes of positions allocated to the same salary/wage range set out in Schedule A.

(e) "Increment Step" means the point in the increment scale reached through successful periods of actual service as designated in "Step One", "Step Two", and "Step Three" in Schedule A.

(f) "Actual Service" means active service in the position after deduction of any periods of leaves without pay. Military Leave, pursuant to Section 243 of the Military Law, shall be deemed actual service.

(g) "Promotion" means the advancement of a bargaining unit employee to a higher class or the reassignment of an employee to a higher paying position.

(h) "Demotion" means the reassignment, not requested by the employee, of a bargaining unit employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.

2. **New Appointments.** An employee appointed to a position in a class title shall be paid the "Step One" rate of pay established for the class as set forth in Schedule A.

3. **Increments.**

(a) The increment dates and practices in

effect on December 31, 1974 shall continue to apply to all who were wastewater treatment plant or sewer maintenance employees on June 30, 1975. For all employees hired on or after July 1, 1975, the regular increment dates shall be either January or July 1, provided such employees have the required period of actual service: employees appointed to a position shall be entitled to an adjustment of pay to the amount shown under the column "Step Two" in Schedule A after nine (9) months of actual service on January or July 1, as the case may be.

(b) Employees promoted to a position shall be entitled to their first increment following promotion after six (6) months of actual service in the new position on January or July 1, as the case may be. Subsequent adjustments will be treated as provided in subparagraphs (a) and (d) herein.

(c) In cases of reinstatement, eligibility for an increment must total a year of actual service.

(d) All employees shall be eligible for and granted the increment shown under "Step Three" based on merit, and shall be eligible for consideration therefore not earlier than twelve (12) months following the adjustment to "Step Two".

4. Promotions.

(a) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of the opening shall be posted on all bulletin boards stating the job classification, rate of pay and the nature of the job requirements in order to qualify. The posting shall be for a period of not less than ten (10) work days.

(b) During this period, employees who wish to apply for the open position, including employees on layoff, may do so. Bids shall be submitted on

the agreed upon "Job Bid Application" form to the Town Engineer. Employees should also submit copies of the completed bid form to the Division Head in the Division in which the vacant position exists, the AEA President and the Town's Director of Personnel.

(c) (1) Non-competitive Title Promotions: The employer shall fill such job openings or vacancies from among those employees who have applied who meet the standards of the job requirements. If two (2) or more candidates all have the same qualifications, the employee with the greatest seniority shall be selected.

(2) Competitive Title Promotions: Competitive positions shall be filled pursuant to Article 13 of this Agreement.

(d) An employee appointed or promoted to a position in a higher job group shall receive a salary or wage rate at the increment step in the range for the higher position which is nearest to, but not less than, the salary or wage rate paid to the employee at the time of appointment or promotion.

(e) Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of sixty (60) days, but not to exceed ninety (90) days. If it is found during the trial period that the employee does not meet the requirements or responsibilities of the position to which he has been selected, the employee shall be restored to his former position.

(f) If a job vacancy occurs which is to be filled, the employer shall notify the Bargaining Agent in writing immediately.

5. Demotions.

(a) A permanent full-time employee who accepts appointment to a position that is in a job group lower than the job group of the position in which he is serving, shall, upon appointment to the

lower position, receive a salary or wage rate at the increment step in the salary or wage range in the lower job corresponding to the increment step reached in his former position.

(b) An employee who is relegated back to his previous position from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he was able to fulfill the standards of the job, or pass a Civil Service examination required for permanent appointment to that job, or who voluntarily relinquishes such job, shall not be considered as demoted.

6. Layoff.

(a) In the event the Employer plans to lay-off employees for any reason, the Employer shall meet with the Bargaining Agent to review such anticipated layoff at least fourteen (14) calendar days prior to date such action is to be taken.

(b) The Employer shall forward a list of those employees being laid off to the local Bargaining Agent secretary at least fourteen (14) days before they are to be laid off.

(c) No new employees shall be hired until all qualified employees on layoff status desiring to return to work have been recalled.

(d) Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the department.

(e) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority. Such employee

may, if he so desires, bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority than the employee whom he bumps, and the necessary qualifications.

(f) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If any employee fails to respond within seven (7) days within the date of mailing of the notice of recall, he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority unless the employee is a quit. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

(g) Bumping, recall or transfer referred to herein is restricted to the employees of the Town of Amherst Wastewater Treatment Plant, Sewer Maintenance employees, and Environmental Control Employees.

7. Reinstatement.

(a) A permanent full-time employee covered by this Agreement who has been laid off and subsequently reinstated to the same job in accordance with the provisions of this Agreement shall be reinstated at the same salary or wage step he occupied at the time of the layoff.

(b) A permanent full-time employee who has resigned and is subsequently reinstated pursuant to the appropriate provisions of this Agreement to the same job shall be reinstated at the same salary or wage step he occupied at the time of resignation.

(c) An employee who is promoted temporarily or provisionally to a higher position and who is returned to his position in a lower grade shall, upon return to the lower position, receive a

salary or wage rate at the increment level he would have reached had he continued to serve continuously in that position.

8. Transfers.

(a) Employees desiring to transfer to other jobs may submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

(b) Employees requesting transfers for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications on the basis of qualifications, provided a vacancy exists and he is qualified.

(c) If an employee is transferred to a position under the Town not included in the unit, his accrual of seniority shall be suspended while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

9. Reallocation. Upon the reallocation of a class of positions to a higher job group, the employee or the employees serving in the reallocated positions shall receive a salary or a wage at the increment step in the higher job group that corresponds with the increment step in which they were serving in the lower group.

10. Reclassification. When an employee class title is reclassified to a higher title and job group, it shall be considered as a new position and a promotion. The salary will then be determined in accordance with the salary rule on promotions.

11. Exclusions. Employees in seasonal, part-time, non-regular, or third-party sponsored employment are excluded from these salary rules.

12. Disabled Employees. The Town shall make every effort to place employees who, through physical sensitivity or otherwise, become

partially disabled on their present jobs, on work which they are able to perform.

13. Personnel Practices. The employer shall provide copies of this Agreement to all employees in the Bargaining Unit and all new employees as they are hired.

14. Sewer Maintenance - Absence of Crew Chief. In the event a Crew Chief is not present with a sewer maintenance crew for at least four (4) hours or more, the Crew Chief shall designate a lead man to act in the Crew Chief's behalf, who shall receive the rate of the Crew Chief classification (at Step 3). The designation shall be made by the General Crew Chief or by the Working Crew Chief, as circumstances warrant, and, if all other factors are equal, the designation shall be made on the basis of seniority and qualifications on the crew.

15. Sewer Maintenance - Change of Crews. Except for cases of emergencies, major disasters, work force illnesses, unfilled positions, scheduling difficulties, and matters of a similar concern, any employee in the sewer maintenance department who is to be transferred from his regular crew shall receive sixteen (16) hours' advance notice.

16. Absence of Chief Operator. In the event a Chief Operator is not present for all or substantially all of the work shift, management may designate a lead man to act in the Chief Operator's behalf. The Wastewater Treatment Plant Operator shall receive an additional one (1) hour of compensation for each eight hour period so worked and the Senior Wastewater Treatment Plant Operator shall receive an additional one-half (1/2) hour of compensation for each eight hour period so worked. The designation shall be made by the Superintendent or his designee as circumstances warrant. This section shall apply exclusively to the employees at the Wastewater Treatment Plant.

17. New York State Driver's License. A valid New York State Driver's License is necessary for the day-to-day operations in the Sewer Maintenance Division.

Notwithstanding Section 75 rights as contained within Article 13 of the Collective Bargaining Agreement, Sewer Maintenance employees currently in the Laborer classification, who do not have a valid New York State Driver's License, shall advance no further than Step 3 until their licenses are reinstated.

Sewer Maintenance employees in higher job classifications, who have their driver's licenses revoked or suspended due to a traffic violation or civil or criminal offense, shall be removed from their current job title and reclassified as Laborer, Step 3. The employees shall return to their previous job classification upon proof to the Town of their license reinstatement.

This provision does not apply to employees with an injury or physical impairment which causes loss of driver's license.

ARTICLE 22

SENIORITY

1. Seniority means an employee's length of continuous service with the Town as a full-time employee since his/her last date of hire. For purposes of promotion or other advancement, seniority shall be determined by the employee's length of continuous service within the department.

2. All new employees hired shall be considered as probationary employees for the first six (6) months of their employment. When an employee completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees: however, probationary

employees shall be receive all benefits afforded to all regular calendar employees; however, medical insurance shall be provided pursuant to the provisions of Article 9, Section 5, and personal leave shall be credited pursuant to the provisions of Article 17, Section 4.

3. The Bargaining Agent shall represent all probationary employees for the purpose of collective bargaining in respect to wages, salaries, hours and other conditions as set forth under Article 1 of this Agreement.

4. Every six (6) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Bargaining Agent when it is posted. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

5. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. However, if an employee returns to work in any capacity within one year, the break in continuous service shall be removed from his record.

6. Shift preference will be granted where applicable on the basis of seniority with the same classification where a vacancy exists. In the event two (2) or more employees have identical job classification seniority, the following will be the means of determining who will have shift preference:

- (a) Department seniority
- (b) Town seniority
- (c) Civil Service test grade (if applicable)
- (d) Employee birthdate (year, month and day)

ARTICLE 23

DAMAGE TO PERSONAL PROPERTY

Upon the petition of the employee to the Department Head, and upon the employee's showing of his freedom from negligence, neglect, or carelessness, the employer shall replace or reimburse the employee for destruction or damage to personal property which is necessary or desirable in the performance of the employee's work, such as articles of clothing or eyeglasses, which destruction or damage shall have been brought about as a result of an accident or attack while the employee was carrying out the duties of his job.

ARTICLE 24

PERSONNEL FILE

An employee shall have the opportunity to review his/her personnel file upon five (5) days' written notice. The personnel file will be reviewed at the employee's regular place of work and must be reviewed in the presence of the normal custodian of such files. The employee's right to review the contents of his/her file is subject, however, to the following:

(a) Inspection may be made only during non-work hours.

(b) Employees may have copies of items from their files, but only if they cover the cost involved.

(c) Confidential information such as reference checks shall not be subject to inspection or copies.

The Town shall notify an employee when a derogatory document, which relates to the employee's job performance and/or conduct on the job, is placed into his/her personnel file.

If an employee determines that there is an item in the file to which he/she seeks to respond, he/she may file such a response.

ARTICLE 25

SAFE PLACE TO WORK

The Town and the Department Head will make every effort to provide employees with a safe place to work.

The Town and Bargaining Agent agree jointly to establish a Safety Committee consisting of one representative from the Town and one representative from the work force. This committee will make recommendations on all safety procedures.

ARTICLE 26

STRIKES AND LOCKOUTS

The Bargaining Agent affirms that it does not and will not assert the right to strike or to engage in other stoppage of work or slowdown by its members against the Town, nor to assist or participate in any such acts or to advise, urge or impose upon its members an obligation to conduct, assist or participate in such strike or other acts as herein defined.

No lockout of employees shall be instituted by the employer during the term of this Agreement.

ARTICLE 27

SAVINGS CLAUSE

If any section, sub-section, sentence, clause, phrase or portion of this Agreement is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding will not affect the validity of the remaining portions of this Agreement.

ARTICLE 28

IMPASSE PROCEDURE

If the Town and the Bargaining Agent are unable to reach an Agreement in their negotiations in future contracts as to any matter that may arise under Article 14 of the New York State Civil Service Law, the matter or matters in dispute shall be referred to the New York State Public Employees Relations Board pursuant to Section 209 of said Article for disposition.

ARTICLE 29

PAST PRACTICE

The Town and the Bargaining Agent agree that during the term of this Agreement no existing practice or term or condition of employment not specifically covered by the terms of this Agreement shall in any manner be impaired or diminished. Included among the items to which this Article relates are practices and provisions relating to computation of overtime pay, vacation allowances, holidays, personal leave, sick leave, bereavement leave, and the like. The foregoing enumeration is not intended to be exclusive but is descriptive merely of the types of practices and terms and conditions of employment to which this Article is intended to relate.

ARTICLE 30

WORK RULES

The Work Rules shall be set as forth on Schedule B attached hereto and made a part of this Agreement so far as the same are not inconsistent with State, County or Local Laws.

An unresolved complaint as to the reasonableness of any new or existing work rule shall be resolved through the Grievance Procedure.

The Town will issue notices of disciplinary action within ten (10) working days of the occurrence of the violation of the work rules or within ten (10) working days from the time the department head became aware of the facts which gave rise to the disciplinary action. This provision is not intended to change or modify the time limits in progressive disciplinary procedures contained in this Article.

The following time limits shall apply for work rules. These are maximum periods. The Department Head may, at his sole discretion, remove the notice of disciplinary action from the employee's file earlier than the maximum period, which removal shall not be considered as establishing a precedent in any way nor construed as a past practice.

Verbal Warnings	– After one year
Written Warnings	– After 18 months
Notice of One-Day Layoff	– After 18 months
Notice of One-week Layoff	– After 18 months, provided, however, this 18 month limitation shall not apply where the offense constitutes a crime.

Oral disciplinary reprimands by supervision will be given so as not to embarrass the employee. Whenever the Town has reason to reprimand an employee, it shall be done to the extent practicable in a manner that will not embarrass the employee before other employees or the public.

ARTICLE 31
EFFECTIVE DATE

1. Effective Date. The effective date of this Agreement shall be January 1, 2001 and the Agreement shall continue in full force and effect for a period of four years thereafter through December 31, 2004, unless extended or modified by mutual agreement of the parties. Notice of intent to change or amend the provisions of this Agreement shall be served in writing by the party desiring such change or amendment to the other party 180 days prior to said expiration date.

Shall neither party to this Agreement send a notice of intent to change or amend this Agreement as herein provided, then this Agreement shall be considered to have been automatically renewed for another year.

2. Changes. Should either party to this Agreement wish to initiate collective bargaining discussions over changes either wishes to introduce into this Agreement, it is agreed that the changes and the language thereof shall be exchanged in writing by the parties to this Agreement not less than 120 days before the termination date of this Agreement or the termination of the annual renewal.

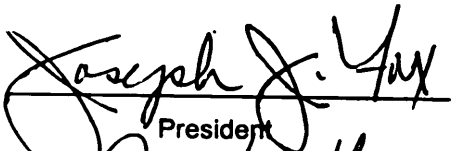
If no agreement is reached within a sixty (60) day period, the parties shall implement the impasse procedure above referred to.

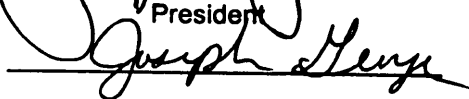
The provisions hereinbefore stated shall apply to all male and female employees.

IN WITNESS WHEREOF, the parties have set
their hands and seals this October 16, 2001.

AMHERST EMPLOYEES' ASSOCIATION, INC.


By

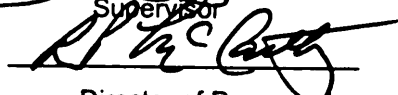


President


TOWN OF AMHERST

By



Supervisor


Director of Personnel

The Town of Amherst and the Amherst Employees' Association, Inc. have engaged in negotiation and agreed to the following Memorandum and letters of Agreement.

1. Self-insured Medical Insurance: Dated 12/30/98
2. Flexible Medical Spending Plan: Dated 3/25/00
3. Exceptions to transfer MEO-B at the Sewer Maintenance Division, upgrades of job groups in 2003 and 2004, Sewer Maintenance Worker position and establishment of Safety Officer or any similar title: Dated 10/15/01
4. Accreditation re-opener: Dated 10/15/01
5. Job Bid Application Form: Dated 10/15/01
6. Memorandum – Operation of Equipment Classification. Dated 12/11/01

SCHEDULE A**TOWN OF AMHERST ENGINEERING DEPARTMENT PAY SCHEDULE 1/1/2001**

JOB GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3
I	Laborer	12.93	15.19	15.99
II	Maintenance Worker Motor Equipment Operator "B"	15.50	16.21	17.04
III	Mason, Motor Equipment Operator "A", Senior Maintenance Worker	16.11	17.01	17.83
IIIA	Laborer Crew Chief	16.40	17.32	18.16
IV	Automotive Mechanic Heavy Equipment Operator	17.07	18.04	18.94
V	Wastewater Facilities Mechanic, Working Automotive Chief, Working Crew Chief	17.67	18.80	19.73
VI	Senior Wastewater Facilities Mechanic, Wastewater Treatment Plant Operator "A"	18.94	19.86	20.85
VII	Senior Wastewater Treatment Plant Operator "A" Supervising Wastewater Facilities Mechanic	19.89	20.82	21.93

SCHEDULE A

TOWN OF AMHERST ENGINEERING DEPARTMENT PAY SCHEDULE 1/1/2002

JOB GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3
I	Laborer	13.35	15.68	16.51
II	Maintenance Worker Motor Equipment Operator "B"	16.00	16.74	17.59
III	Mason, Motor Equipment Operator "A", Senior Maintenance Worker	16.63	17.56	18.41
IV	Automotive Mechanic, Laborer Crew Chief, Heavy Equipment Operator	17.62	18.63	19.56
V	Wastewater Facilities Mechanic, Working Automotive Chief, Working Crew Chief	18.24	19.41	20.37
VI	Senior Wastewater Facilities Mechanic, Wastewater Treatment Plant Operator "A"	19.56	20.51	21.53
VII	Senior Wastewater Treatment Plant Operator "A" Supervising Wastewater Facilities Mechanic	20.54	21.50	22.64

SCHEDULE A

TOWN OF AMHERST ENGINEERING DEPARTMENT PAY SCHEDULE 1/1/2003

JOB GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3
I	Laborer	13.78	16.19	17.05
II*	Maintenance Worker Motor Equipment Operator "B"	16.52	17.28	18.16
III	Mason, Motor Equipment Operator "A", Senior Maintenance Worker	17.17	18.13	19.01
IV	Automotive Mechanic, Laborer Crew Chief, Heavy Equipment Operator	18.19	19.24	20.20
V	Wastewater Facilities Mechanic, Working Automotive Chief, Working Crew Chief	18.83	20.04	21.03
VI	Senior Wastewater Facilities Mechanic, Wastewater Treatment Plant Operator "A"	20.20	21.18	22.23
VII	Senior Wastewater Treatment Plant Operator "A" Supervising Wastewater Facilities Mechanic	21.21	22.20	23.38

* The ten (10) senior most employees in Job Group II will be paid the corresponding step rate of pay from Job Group III for the year 2003.

SCHEDULE A

TOWN OF AMHERST ENGINEERING DEPARTMENT PAY SCHEDULE 1/1/2004

JOB GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3
I	Laborer	14.26	16.75	17.64
II	Mason, Maintenance Worker, Motor Equipment Operator Senior Maintenance Worker	17.76	18.76	19.67
III	Automotive Mechanic, Laborer Crew Chief, Heavy Equipment Operator	18.82	19.90	20.90
IV	Wastewater Facilities Mechanic, Working Automotive Chief, Working Crew Chief	19.48	20.73	21.76
V	Senior Wastewater Facilities Mechanic, Wastewater Treatment Plant Operator "A"	20.90	21.91	23.00
VI	Senior Wastewater Treatment Plant Operator "A" Supervising Wastewater Facilities Mechanic	21.94	22.97	24.19

SCHEDULE B

TOWN OF AMHERST - ENGINEERING DEPARTMENT WORK RULES AND DISCIPLINARY PROCEDURE

It is important that everyone treats others with consideration and respect. We want this to be a good place to work. That there may be no misunderstanding about satisfactory conduct, we have adopted the following rules and disciplinary actions for violations:

Town Rules and Discipline Procedures

Employees will be subject to disciplinary action for any of the following offenses.

62		1st	2nd	3rd	4th
		Verbal Warning	Written Warning	Day Layoff	Week Layoff
	1. Engaging in horseplay, running, scuffling, or throwing things.	Verbal Warning	Written Warning	Day Layoff	Week Layoff
	2. Failure to observe parking and traffic regulations on Town property.	Verbal Warning	Written Warning	Day Layoff	Week Layoff
	3. Eating at work station except during rest periods and lunch periods.	Verbal Warning	Written Warning	Day Layoff	Week Layoff
	4. Failure to notify Supervisor when not reporting for work.	Written Warning	Day Layoff	Week Layoff	Discharge
	5. Contributions to unsanitary conditions or poor house-keeping.	Verbal Warning	Written Warning	Week Layoff	Discharge

SCHEDULE B

	1st	2nd	3rd	4th
6. Operating, using or possessing machines, tools or equipment to which the employee has not been assigned, or performing other than the assigned work.	Verbal Warning	Written Warning	Day Layoff	Discharge
7. Causing damage to material, parts or equipment because of carelessness.	Verbal Warning	Written Warning	Day Layoff	Discharge
8. Leaving place of work during working hours without permission or use of town time for personal business.	Day Layoff	Week Layoff	Discharge	
9. Posting, altering or removing any matter on bulletin boards or town property unless specifically authorized.	Written Warning	Day Layoff	Week Layoff	Discharge
10. Gambling on town premises.	Verbal Warning	Written Warning	Week Layoff	Discharge
11. Violating a safety rule or safety practice.	Verbal Warning	Written Warning	Week Layoff	Discharge
12. Use or possession of another employee's tools without his consent.	Written Warning	Week Layoff	Discharge	

SCHEDULE B

62

	1st	2nd	3rd	4th
13. Carelessness affecting personal safety.	Written Warning	Week Layoff	Discharge	
14. Threatening, intimidating, coercing or interfering with fellow employees.	Written Warning	Day Layoff	Discharge	
15. Vending, soliciting, or collecting contributions for any purpose unless authorized by management.	Written Warning	Week Layoff	Discharge	
16. Unauthorized distribution of written or printed matter of any description during working time.	Written Warning	Week Layoff	Discharge	
17. Making false, vicious or malicious statements about any employee, the Town or its services.	Written Warning	Day Layoff	Discharge	
18. Failure to punch out when leaving the plant for approved reasons during the working day.	Written Warning	Week Layoff	Discharge	
19. Failure to follow town job instructions, verbal or written.	Written Warning	Day Layoff	Discharge	
Smoking, except in specified areas at specified times, excluding Work Rule No. 29.				

SCHEDULE B

		1st	2nd	3rd	4th
20.	Deliberately misusing, destroying or damaging any town property or property of any employee.	Written Warning	Discharge		
21.	Deliberately restricting output.	Written Warning	Discharge		
22.	Provoking or instigating a fight, or fighting during working hours or on town property.	Week Layoff	Discharge		
23.	Reporting for work under the influence of alcohol or drugs.	Week Layoff	Discharge		
24.	Sleeping on the job during working hours.	3 Day Layoff	Week Layoff	Discharge	
25.	Insubordination.	Week Layoff	Discharge		
26.	Falsifying town records.	Discharge			

SCHEDULE B

	1st	2nd	3rd	4th
27. Knowingly punching another employee's time card: having one's time card punched by another: altering time card for any reason whatsoever.	Discharge			
28. Possessing firearms or explosives on town premises without authorization.	Discharge			
29. Smoking is prohibited in the following areas:	Discharge			
a. Wet wells				
b. Manholes				
c. Oxygen plant				
d. Oxygen transfer basins				
e. Fuel and petro storage areas				
f. Digesters				
g. Lift stations				
h. Laboratory and chemical storage areas				
i. Hazardous waste drop off points and storage areas.				
Any other areas designated by the Department Head and Safety Committees.				

SCHEDULE B

1st

2nd

3rd

4th

30. Theft of any town government or
employee property. Discharge

31. Removal of articles from town property
without written authorization. Discharge

32. Drinking any alcoholic beverage on the
premises or on town time. Discharge

33. Engaging in sabotage or espionage. Discharge

34. Immoral conduct or indecency. Discharge

35. Unreasonably preparing to leave the worksite
prior to the allowed clean-up time at the end
of the shift, unless authorized by a Supervisor. Verbal
Warning Written
Warning Day
Layoff Week
Layoff

SCHEDULE B

36. Tardiness.

First five minutes

1/10 hour deduction in pay

Second five minutes

An additional 1/10 hour deduction in pay

Eleven to thirty minutes

5/10 hour deduction in pay

More than thirty minutes
unexcused tardiness

**1 full hour deduction in pay, written
reprimand**

Sixty minutes or more

**Written reprimand, send employee
home for rest of the day with no pay**

Late more than five times
in anyone month

Five day suspension

Second five day suspension
in any consecutive 18 month
period

Discharge of employee

37. Refusal of Emergency Work.
(Lack of reasonable excuse)

Second refusal in any month

Written Notice

Third written notice

5 day suspension

Third five day suspension

Discharge of employee

Three "No Answers" (telephone shall be dialed twice) or three "Not at Home" or any combination of the two totaling three shall be considered a refusal.

SCHEDULE B

The above schedule applies when the employees are notified of the emergency work required (except for routine sewer call-ins, lift station call-ins, prescheduled overtime or fill-ins for absences) when two (2) sewer maintenance crews or less are necessary and/or three (3) additional personnel or less are needed at the treatment plant.

In the event of a "Town Ordered" full emergency where more personnel than stated are needed, a refusal will result in a 5 day suspension. Unless officially excused, a "No Answer" or "Not at Home" will result in a written notice.

N.Y.S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED
NOV 27 2002
BUFFALO OFFICE